

09-23-2004



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): LaSalle Business Credit, LLC 7 - 2 - 0 Individual(s) General Partnership Corporation-State Other Delaware limited liability company Additional name(s) of conveying party(ies) attached? Yes No	2. Name and address of receiving party(ies) Name:Pumpkin Ltd. Internal Address: Street Address:_1905 Sherman Street City:_DenverState:_CO_Zip:_80203 Individual(s) citizenship Association General Partnership				
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other_Term. of Trademark Security Int. Execution Date: 6/11/04	Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes ✓ No				
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2213214, 2310954 2279335, 2076470, 1465923, 1476839				
Additional number(s) attached V Yes No					
Name and address of party to whom correspondence concerning document should be mailed: Laing P. Akers	6. Total number of applications and registrations involved:				
Name:_Laing P. Akers Internal Address:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account				
Street Address: 41 S. High Street, Suite 1300	8. Deposit account number:				
City: Columbus State: OH Zip: 43215					
DO NOT USE THIS SPACE 9. Signature.					
Laing P. Akers Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document: June 22, 2004 Date					
Mail documents to be recorded with required cover sheet information to:					

09/22/2004 NGETACHE 00000194 2213214

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commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

RECORDATION FORM COVER SHEET FORM PTO-1594

Conveying Party: LaSalle Business Credit, LLC.

Receiving Party: Pumpkin Ltd.

Item 4B. Additional Trademark Registration Nos.

TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY INTEREST is executed as of June 1, 2004 by LaSalle Business Credit, LLC ("Lender"), with reference hereby made to that Loan and Security Agreement, dated as of June 13, 2001 (as the same may be amended, modified or otherwise supplemented from time to time, the "Loan Agreement") between Pumpkin Ltd. d/b/a Pumpkin Masters, Inc., as ("Borrower") and Lender.

WHEREAS, pursuant to the Loan Agreement, Borrower (d/b/a Pumpkin Masters, Inc.) executed and delivered to the Lender the Trademark Security Agreement between the Borrower and Lender and a related Trademark Assignment of Security, each dated as of June 13, 2001 (collectively, the "Trademark Security Agreement") with respect to the collateral listed on Schedule A attached hereto (the "Collateral");

WHEREAS, all obligations due under the Loan Agreement have been paid in full and no outstanding obligations remain due and owing.

For good and valuable consideration, receipt of which is hereby acknowledged, the Lender:

- (a) terminates the Trademark Security Agreement;
- (b) releases the liens and security interests granted to it in the Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Collateral; and
- (c) to the extent that the Lender shall be deemed to have any right, title or interest in the Collateral pursuant to the Trademark Security Agreement, re-transfers and reassigns to the Borrower all of such right, title and interest.

This Termination of Trademark Security Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of the date first written above.

LaSalle Business Credit, LLC, as Lender

Title: First Vice President

Schedule A

Power Tools for Pumpkins	Trademark	Country	Reg#	Reg. Date
Barebones® (stylized) USA 2,310,954 1/25/00 Barebones® (Paints) (stylized) USA 2,279,335 9/21/99 B.Y.O.P. (Bring Your Own Pumpkin) USA 2,076,470 71/97 Carve-O-Lantern® USA 1,465,923 11/17/87 Carve-O-Lantern® (Educational Services) USA 1,465,923 11/17/87 Carve-O-Lantern® (Kit for USA 1,476,839 2/16/88 Carve-O-Lantern® (Kit for USA 1,476,839 2/16/88 Carving Patters™ USA Common Law Carving Patterns and USA Common Law Sensational Shadows™ USA 2,109,759 10/28/97 Durasaw® USA 2,160,808 5/26/98 Basy Carve™ USA 75/8999,933 Raceptional Haster™ USA T6/169,837 Go Long, Or Go Home USA 75/718,386 Abandoned Hallowsen Hardware® USA 2,094,288 9/9/97 Melon Lights for Summer USA 1,879,719 2/21/95 Night! ® USA 75/718387 Abandoned MOJO™ USA 2,152,583 A/21/98 Product Masters™ USA 1,192,503 8/15/95 Pumpkin Masters® (Canada) USA 2,137,466 6/28/97 Stylized) Pumpkin Masters® (USA 2,137,466 6/28/97 Stylized) Pumpkin Masters® (USA 1,785,510 8/3/93 Pumpkin Potraits™ USA 1,785,510 8/3/93 Pumpkin Potraits™ USA 1,785,510 8/3/93 Pumpkin Potraits™ USA 76/133722 1.766 1.7613722				
Barebones Parints Cantile USA 2,279,335 9/21/99				
B.Y.O.P. (Bring Your Own Pumpkin)				
Pumpkin Candleplanter®	BYOP Bring Your Own			
Candleplanter®	, , ,	CDII	7-17003107	1 2 ballaoilea
Carve-O-Lantern® (Educational Services)		TISA	2 076 470	7/1/97
Carve-O-Lantern® (Kit for Pumpkin Carving)				
Carve-O-Lantern® (Kit for Pumpkin Carving)		CDA	1,703,723	
Pumpkin Carving		TISA	1 476 839	2/16/88
Carving Patterns and USA Common Law	· · · · · · · · · · · · · · · · · · ·	UDA	1,470,032	2/10/00
Carving Patterns and Sensational Shadows [™]		USA	Common Law	
Sensational Shadows TM				
Durasaw®			Common Dav	
Durasaw®		TISA	2.109.759	10/28/97
Rasy CarveTM		 		
Exceptional Easter™ USA Common Law				3/20/98
Fright Lights TM				
Go Long, Or Go Home				
Halloween Hardware® USA 2,094,288 9/9/97 Melon Lights for Summer USA 1,879,719 2/21/95 Might! ® USA 75/718387 Abandoned OK! ® USA 2,212,466 12/22/99 Our Kids® USA 2,152,583 4/21/98 Product Masters™ USA Tradename Cert. Filed Colo 19981166450 Pumpkin Masters® (Canada) USA 1,192,503 8/15/95 Pumpkin Masters® (Canada) USA 821,522 2/5/98 (stylized) Pumpkin Masters® (U.K.) USA 2,137,466 6/28/97 (stylized) Pumpkin Masters/America's USA 489,994 2/16/98 Pumpkin Pumpkin Carving Company & Design® (Canada) USA 1,785,510 8/3/93 Pumpkin Portraits™ USA 76/133722				Abandonad
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Design® (Canada) Pumpkin Pals® (stylized) Pumpkin Portraits™ USA 76/133722				10.70
Pumpkin Portraits TM USA 76/133722				
Pumpkin Portraits TM USA 76/133722		USA	1,785,510	8/3/93
	Put a New Face on	USA	1,477,650	2/23/88
Halloween®				
Quick Pattern TM USA Common Law		USA	Common Law	

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ScraperScoop TM	USA	Common Law	
Spine Tinglers TM	USA	Common Law	
The Original Pumpkin Carver	USA	2,093,958	9/9/97
The Thing Ya' Fling®	USA	2,430,455	2/20/01
Zippy Carve®	USA	1,786,740	8/10/93
ZOJOTM	USA	75/746,868	

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RECORDED: 07/02/2004